



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



President – Bill Pease • Vice-President – Bryon Gutow • Director – Kevin Graves • Director – Robert Leete • Director – Bill Mayer

**NOTICE OF THE REGULAR MEETING  
OF THE WATER AND WASTEWATER COMMITTEE  
OF THE TOWN OF DISCOVERY BAY**

Wednesday, February 5, 2020

**STANDING WATER AND WASTEWATER COMMITTEE REGULAR MEETING**

5:30 P.M. – 6:30 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: [www.todb.ca.gov](http://www.todb.ca.gov)

**Water and Wastewater Committee Board Members**

*Chair Bill Pease*

*Vice-Chair Bill Mayer*

**A. ROLL CALL**

1. Call business meeting to order 5:30 p.m.
2. Roll Call.

**B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

During Public Comments, the public may address the Committee on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Committee for consideration by filling out a comment form. The public will be called to comment in the order the comment forms are received. Any person wishing to speak will have 3 minutes to make their comment. There will be no dialog between the Committee and the commenter as the law strictly limits the ability of Committee members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Committee only. Any clarifying questions from the Committee must go through the Chair. Comments from the public do not necessarily reflect the view point of the Committee members.

**C. DRAFT MINUTES TO BE APPROVED**

1. December 4, 2019 Regular Water and Wastewater Committee DRAFT meeting minutes.

**D. PRESENTATIONS**

1. Water and Wastewater Update.
  - a. Marina Underwater Crossing Pipe Break.

**E. DISCUSSION ITEMS**

1. Discussion Regarding an Amended and Restated MOU – Development of a Groundwater Sustainability Plan for the East Contra Costa County Subbasin.
2. Discussion to Proceed with Annexation of Wastewater Plant #2, and Newport Water Treatment Plant Sites.
3. Discussion Regarding the Regional Water Quality Control Board Inspection Report for WW Plant 2.
4. Discussion Regarding Reclaimed Bulk Water Dispensing Station.

**F. FUTURE DISCUSSION/AGENDA ITEMS**

**G. ADJOURNMENT**

1. Adjourn to the next Standing Water and Wastewater Committee meeting at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



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## MINUTES OF THE REGULAR MEETING OF THE WATER AND WASTEWATER COMMITTEE OF THE TOWN OF DISCOVERY BAY

Wednesday, December 4, 2019

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Website address: [www.todb.ca.gov](http://www.todb.ca.gov)

### Water and Wastewater Committee Board Members

Chair Bill Pease

Vice-Chair Bill Mayer

#### A. ROLL CALL

1. Call business meeting to order 5:30 p.m. – By Chair Pease.
2. Roll Call – All Present with the exception of District Engineer Harris.
3. District Engineer Harris arrived at 5:32 p.m.

#### B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None.

#### C. DRAFT MINUTES TO BE APPROVED

1. November 6, 2019 Regular Water and Wastewater Committee DRAFT meeting minutes – Approved.

#### D. PRESENTATIONS

1. Water and Wastewater Update.

District Engineer Harris – Provided details regarding updates related to the projects approved in the Master Plan:

- Ox Ditch (Ox transfer test approximately \$25,000) bringing to the next Board meeting. There was discussion regarding the testing (it is in the Budget)
- Diffuser Project – bringing to the next Board meeting for approval of the Mitigated Negative Declaration and the Notice of Intent.

There was discussion regarding the Diffuser process.

Assistant General Manager Breitstein – Provided details regarding the Asset Management Plan (AMP) for water.

District Water Engineer Shobe – Provided a handout for the Asset Management Plan for water (AMP); for replacement of the ageing water system. There was discussion regarding the AMP and the timeframe (1 year approximately). The discussion continued regarding the AMP process, and the corrosive soil. The AMP will be brought back to future meetings.

#### E. DISCUSSION ITEMS

1. Discussion and Possible Action Regarding Emergency Repairs to Broken Willow Lake Waterline and Approve Resolution No. 2019-11, Declaring Emergency Repair of the Waterline, Adopting a CEQA Exemption, Approving the Project and Directing Filing of the Notice of Exemption.

General Manager Davies – Provided the details regarding the broken water pipe underneath Willow Lake; fire hydrant water pressure (effects/impact), letter received from the Fire District, and immediate/emergency repair needed. There was discussion regarding the need for immediate repair, the fire flow, the size of the pipe used, and the process for repair.

General Manager Davies – Provided additional details regarding the recommendation from the Water and Wastewater Committee to proceed with declaring this as an emergency repair.  
The consensus of the Water and Wastewater Committee is to recommend to the Board to proceed with the emergency repair.  
The discussion continued regarding the letter from the Fire Department and the process for repair.

**F. FUTURE DISCUSSION/AGENDA ITEMS**

None.

**G. ADJOURNMENT**

1. The meeting adjourned at 6:03 p.m. to the next Standing Water and Wastewater Committee meeting at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 12-06-19

<http://www.todb.ca.gov/agendas-minutes>

DRAFT



# Town of Discovery Bay

*"A Community Services District"*  
**Water and Wastewater Committee**  
**STAFF REPORT**

**Meeting Date**

February 5, 2020

**Prepared By:** Michael R. Davies, General Manager

**Submitted By:** Michael R. Davies, General Manager

MPD

## Agenda Title

Discussion Regarding an Amended and Restated MOU – Development of a Groundwater Sustainability Plan for the East Contra Costa County Subbasin.

## Recommended Action

Authorize the General Manager to execute and carryout the terms of the attached "Amended and Restated Memorandum of Understanding – Development of a Groundwater Sustainability Plan for the East Contra Costa County Subbasin, (DWR Basin 5-22.19, San Joaquin Valley)" with the GSA's of City of Antioch, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, East Contra Costa Irrigation District, and City of Brentwood.

## Executive Summary

The Sustainable Groundwater Management Act ("SGMA"), effective January 1, 2015, established a framework of priorities and requirements to facilitate sustainable groundwater management throughout the State of California. The legislative intent of the SGMA is for groundwater to be managed in California's groundwater basins by local public agencies and newly-formed Groundwater Sustainability Agencies ("GSA")

Discovery Bay's service area did overlay a portion of the Tracy Subbasin in East Contra Costa County, which was identified by the State as Basin 5-22.15 San Joaquin Valley. On April 5, 2017, the Board adopted Resolution No. 2017-07 approving the formation of Discovery Bay as a GSA and authorized the General Manager to execute a Memorandum of Understanding ("MOU") with the GSAs of City of Antioch, City of Brentwood, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, and East Contra Costa Irrigation District (collectively "Parties") to adopt and implement a GSP. On May 9, 2017 the Parties entered into an MOU to develop a GSP for the East Contra Costa County Portion of the Tracy Subbasin and to split the costs evenly. On November 5, 2017, the Board authorized the General Manager to execute and carryout the terms of a First Amendment to the MOU to retain the continued services of Luhdorff and Scalmanini ("Consultant") for the preparation of the GSP, and to provide the methodology for sharing equally in the cost. The First Amendment to the MOU was fully executed by the parties on November 16, 2017.

On September 11, 2018 application was made to the California Department of Water Resources ("DWR") to split the Tracy Subbasin along the Contra Costa – San Joaquin County Line (Basin Boundary Modification Request). On February 11, 2019, DWR approved the modification request. Discover Bay's groundwater is now located (along with the other GSA signatories to the First Amendment to the MOU), in the newly designated "East Contra Costa Subbasin." This basin is designated a "medium-priority" basin.

The attached MOU amends and restates the original MOU dated May 9, 2017, and as amended November 16, 2017. This Amended and Restated MOU recognizes the Basin Boundary change to the "East Contra Costa Subbasin."

## Previous Relevant Board Actions for This Item

April 5, 2017 Formation of GSA and Authorization to Execute MOU.

November 5, 2017- Authorization to Execute a First Amendment to the MOU.

## Attachments

Proposed Amended and Restated MOU.

**AGENDA ITEM: E-1**

1 **AMENDED AND RESTATED**  
2 **MEMORANDUM OF UNDERSTANDING**  
3

4 **Development of a Groundwater Sustainability Plan**  
5 **for the East Contra Costa Subbasin, (DWR Basin 5-22.19, San Joaquin Valley)**  
6

7 This Amended and Restated Memorandum of Understanding for the Development of a  
8 Groundwater Sustainability Plan for the East Contra Costa Subbasin, (DWR Basin 5-22.19, San  
9 Joaquin Valley) (“**MOU**”) is entered into and effective this \_\_\_\_ day of \_\_\_\_\_,  
10 2020 (“**Effective Date**”) by and among the City of Antioch (“**Antioch**”), City of Brentwood  
11 (“**Brentwood**”), Byron-Bethany Irrigation District (“**BBID**”), Contra Costa Water District  
12 (“**CCWD**”), Contra Costa County (“**County**”), Diablo Water District (“**DWD**”), East Contra  
13 Costa Irrigation District (“**ECCID**”), and Discovery Bay Community Services District  
14 (“**Discovery Bay**”). Each of the foregoing parties to this MOU is sometimes referred to herein  
15 as a “**Party**” and are collectively sometimes referred to as the “**Parties.**”

16 Recitals

17 A. In September 2014, the California Legislature enacted the Sustainable  
18 Groundwater Management Act of 2014 (“**SGMA**”), which established a statewide framework for  
19 the sustainable management of groundwater resources. That framework focuses on granting new  
20 authorities and responsibility to local agencies while holding those agencies accountable. The  
21 framework also provides for state intervention where a local agency fails to develop a  
22 groundwater sustainability plan in a timely manner.

23           B.       The East Contra Costa Subbasin (“**Basin**”) is referred to as DWR Basin 5-22.19,  
24 San Joaquin Valley, and is shown on the map attached hereto as Exhibit A and incorporated  
25 herein by reference as if set forth in full. The Basin is located in eastern Contra Costa County.  
26 The Parties collectively overlie all of the Basin.

27           C.       Under SGMA, one or more local agencies may form a groundwater sustainability  
28 agency (“**GSA**”), by memorandum of agreement, joint exercise of powers agreement, or other  
29 agreement. (Wat. Code, §§ 10723(a), 10723.6.) The Parties desire for each Party to be the GSA  
30 within all or a portion of that Party’s boundary. The Parties further desire to develop a  
31 governance structure for the Basin to be considered during development of the groundwater  
32 sustainability plan (a “**GSP**”) for the Basin (the “**Basin GSP**”). The Parties further desire to  
33 resolve areas of jurisdictional overlap so that no two Parties serve as GSAs over the same area.  
34 The purpose of this MOU is to coordinate the Parties’ activities related to each Party becoming a  
35 GSA, development of the Basin GSP, and each Party’s future consideration of whether to adopt  
36 the Basin GSP.

37           D.       The Parties wish to collaborate in an effort to ensure sustainable groundwater  
38 management for the Basin, manage the groundwater basin as efficiently as practicable balancing  
39 the financial resources of the agencies with the principles of effective and safe groundwater  
40 management, while retaining groundwater management authority within their respective  
41 jurisdictions. The Parties desire to share responsibility for Basin management under SGMA.  
42 The Parties recognize that the key to success in this effort will be the coordination of activities  
43 under SGMA, and the collaborative development of the Basin GSP, which each Party may  
44 consider adopting and implementing within its GSA management area.

45 E. The Basin has been designated by the California Department of Water Resources  
46 (“DWR”) as a medium-priority groundwater basin, which, under the terms of SGMA, means that  
47 the Parties must submit a Basin GSP to DWR by January 31, 2022.

48 F. This MOU amends and restates the original Memorandum of Understanding,  
49 dated May 9, 2017, and as amended on November 16, 2017. This MOU also recognizes changes  
50 that reflect DWR’s determination that, for purposes of SGMA, the Basin is separate and distinct  
51 from other portions of the Tracy Subbasin located in San Joaquin and Alameda Counties. The  
52 Basin is located entirely within Contra Costa County. The Parties wish to memorialize and  
53 restate their commitments by means of this MOU.

54 Understandings

55 1. *Term.* The term of this MOU begins on the Effective Date, which shall occur upon  
56 execution of this MOU by all eight of the parties, and this MOU shall remain in full force  
57 and effect until the earliest of the following events: (i) January 31, 2022, (ii) the date  
58 upon which the Parties submit a Basin GSP to DWR, or (iii) the date upon which the  
59 Parties then party to the MOU execute a document jointly terminating the provisions of  
60 this MOU. An individual Party’s obligations under this MOU terminate when the Party  
61 withdraws from the MOU in accordance with Section 4.

62 2. *Development of the GSP*

63 a. *Parties to Become GSAs.* Each Party, except Contra Costa Water District, agrees  
64 to take the necessary actions to become the GSA for all or a portion of that area of  
65 the East CC Basin that it overlies, as shown on Exhibit A, attached hereto, no later  
66 than April 1, 2017, or shortly thereafter. The Parties shall jointly submit the

67 Parties' individual elections to become GSAs and this MOU to DWR prior to  
68 April 1, 2017, or shortly thereafter. The Parties further agree to develop a  
69 governance structure for the Basin to be considered during development of the  
70 Basin GSP

71 b. *Single GSP.* The Parties will collaborate to develop a single Basin GSP that, at a  
72 minimum, satisfies the GSP requirements in the SGMA and the regulations  
73 promulgated under the SGMA. The Basin GSP must include an analysis of  
74 implementation costs and revenue sources, and must include an analysis of  
75 governance structure options. The Basin GSP shall be drafted in a manner that  
76 preserves, and does not purport to supersede, the land use authority of each city or  
77 county, or the statutory authority of each special district, that is a party to this  
78 MOU. The Basin GSP must include provisions for consultation between a GSA  
79 and any public agency that the GSA overlaps before the GSA takes any action  
80 that may relate to that public agency's exercise of its statutory authority. Unless  
81 the Parties later agree otherwise, it is intended that the Basin GSP will be  
82 implemented by each Party within its respective GSA management area, and that  
83 the Parties will coordinate their implementation of the Basin GSP.

84 c. *Overlap Areas.* Solely for the purpose of complying with the SGMA requirement  
85 that GSA management areas not overlap, the Parties agree that there are no  
86 overlapping GSA management areas, as shown on Exhibit A. This MOU does  
87 not purport to limit any Party's legal authority to utilize and deliver groundwater  
88 or surface water throughout its jurisdictional boundary (as may be amended from

89 time-to-time), which may include area outside of a Party's management area  
90 shown on Exhibit A.

91 d. *Cooperation of Efforts.* The Parties will designate staff who will endeavor to  
92 meet monthly or more frequently if necessary to develop the terms of the Basin  
93 GSP in an expeditious manner.

94 e. *Contracting with Consultant & Cost Share Among the Parties.*

95 (1) *Contracting with Consultant.*

96 A. Contract for the Preparation of the GSP. Brentwood, acting on  
97 behalf of the other Parties, shall promptly enter into an agreement with Luhdorff and Scalmanini  
98 (“**Consultant**”) for the preparation of the Basin GSP.

99

100 B. Annual Budgets and Scopes of Work. Not later than each  
101 February 15, Brentwood shall obtain a proposed budget and scope from Consultant for services  
102 during the upcoming fiscal year. Brentwood shall promptly provide the proposed budget and  
103 scope to the other Parties and shall give the other Parties until each March 15 to review the  
104 proposed budget and scope, and provide written comments to Brentwood. Such comments shall  
105 include each Party's determination as to whether it is willing to pay its share of the cost of such  
106 work, as identified in Paragraph 2(e)(2). If, after each March 15, no Party has indicated in  
107 writing that it is unwilling to pay its share of the cost of such work, the Consultant's budget and  
108 scope for the upcoming fiscal year shall be deemed approved and Brentwood shall take such  
109 actions as may be necessary to cause Consultant to perform the services included in that budget  
110 and scope of work. In the event that one or more Parties object to the proposed budget and scope  
111 of work, the Parties shall promptly meet and confer to determine an appropriate course of action.

112 C. Payments by Parties to Brentwood. Brentwood shall, upon receipt  
113 of Consultant’s monthly invoices, pay Consultant for services rendered during the previous  
114 month. Brentwood will promptly provide invoices to the other Parties identifying their shares of  
115 the cost of the previous month’s work and such other Parties shall pay said invoices within 45  
116 days of receipt.

117 (2) *Cost-Share for Basin GSP.* The costs associated with developing the  
118 Basin GSP (“**GSP Costs**”), including but not limited to, any local cost-shares required by state or  
119 federal grants, will be shared equally among the Parties.

120  
121 A. In-Kind Services Provided by County. The County, at its sole  
122 discretion, may satisfy its share of GSP Costs by providing in-kind services, which may include  
123 but may not be limited to mapping, graphics, and database management services. The County  
124 will provide written notice to the other Parties by the March 15 immediately preceding the fiscal  
125 year stating either that the County will pay its share of GSP Costs in the fiscal year, or that the  
126 County will provide in-kind services in lieu of paying its share of GSP Costs in the fiscal year.  
127 In the case of payments to Consultant or other vendors where the County wishes to substitute in-  
128 kind services for direct payments, Brentwood shall allocate such invoices equally among the  
129 Parties other than the County. Notwithstanding anything to the contrary contained herein, no  
130 Party shall be obligated to pay the County for the value of any in-kind services provided by the  
131 County, and the value of any in-kind services provided by the County shall only act as a credit  
132 towards the County’s share of GSP Costs, as more particularly described in 2(e)(2)(B).

133 B. Annual Accounting. Brentwood shall prepare an annual  
134 accounting by October 1 that shows all GSP Costs for the previous fiscal year and that identifies

135 in-kind services provided by the County and the County's calculation of the value of those in-  
136 kind services. By July 30th following the end of a fiscal year, the County will provide  
137 Brentwood an accounting of the County's in-kind services during the prior fiscal year, and any  
138 carry-over value of in-kind services provided during any fiscal years preceding the prior fiscal  
139 year. The value of the County's in-kind services will be calculated based on (1) the then-current  
140 fully-burdened hourly rates for County staff time, benefits, and overhead, and (2) the County's  
141 actual costs for any materials or supplies required to provide the in-kind services.

142                   i.       Upon written notice to the other Parties no later than 15  
143 days after receiving Brentwood's annual accounting, any Party other than the County may  
144 dispute the County's calculation of the value of the in-kind services that the County provided  
145 during the fiscal year for which the accounting is prepared, but no Party may challenge the value  
146 of in-kind services that were carried over from any fiscal year preceding the fiscal year for which  
147 the accounting is prepared. In the event that one or more Parties provide notice of a dispute  
148 under this subparagraph, the Parties shall promptly meet and confer in an effort to resolve the  
149 dispute to the satisfaction of all Parties. The County's obligation to make any payments to other  
150 Parties under Paragraph 2(e)(2)(B)(ii) shall be tolled until the County receives, from each  
151 disputing Party, written notice that the dispute has been resolved to the disputing Party's  
152 satisfaction.

153                   ii.       Except as expressly provided in Paragraph 2(e)(2)(B)(i), in  
154 the event that Brentwood's annual accounting shows that the value of the in-kind services  
155 provided by the County during the fiscal year for which the accounting is prepared, plus any  
156 carry-over value for in-kind services provided in any preceding fiscal years, is less than the  
157 individual contributions of the other Parties during the fiscal year for which the annual

158 accounting is prepared, the County shall provide, by the November 30 following receipt of the  
159 annual accounting, payments to each of the other Parties sufficient to equalize the values of the  
160 Parties' contributions during the fiscal year for which the accounting is prepared. In the event  
161 that Brentwood's annual accounting shows that the value of the in-kind services provided by the  
162 County during the fiscal year for which the accounting is prepared, plus any carry-over value for  
163 in-kind services provided in any preceding fiscal years, is greater than the individual  
164 contributions of the other Parties, Brentwood shall credit the County with the difference and  
165 carry over that excess contribution to be credited towards the value of the County's in-kind  
166 services provided in the subsequent fiscal year.

167 f. *Approval of the GSP.* The Parties agree that the Basin GSP will become effective  
168 for each Party when all of the Parties adopt the Basin GSP.

169 3. *Savings Provisions.* This MOU shall not operate to validate or invalidate, modify or  
170 affect any Party's water rights or any Party's obligations under any agreement, contract  
171 or memorandum of understanding/agreement entered into prior to the effective date of  
172 this MOU. Nothing in this MOU shall operate to convey any new right to groundwater to  
173 any Party. Each Party to this MOU reserves any and all claims and causes of action  
174 respecting its water rights and/or any agreement, contract or memorandum of  
175 understanding/agreement; any and all defenses against any water rights claims or claims  
176 under any agreement, contract or memorandum of understanding/agreement.

177 4. *Withdrawal.* Any Party shall have the ability to withdraw from this MOU by providing  
178 sixty (60) days written notice of its intention to withdraw. Said notice shall be given to  
179 each of the other Parties.

180 a. A Party shall not be fiscally liable for expenditures following its withdrawal from  
181 this MOU, provided that the Party provides written notice at least sixty (60) days  
182 prior to the effective date of the withdrawal. A withdrawal shall not terminate, or  
183 relieve the withdrawing Party from, any express contractual obligation to another  
184 Party to this MOU or to any third party incurred or encumbered prior to the  
185 withdrawal.

186 b. In the event of a Party's withdrawal, this MOU shall continue in full force and  
187 effect among the remaining Parties. Further, a Party's withdrawal from this MOU  
188 does not, without further action by that Party, have any effect on the withdrawing  
189 Party's decision to be a GSA. A withdrawing Party shall coordinate the  
190 development of its groundwater sustainability plan with the other Parties to this  
191 MOU.

192 5. *CEQA*. Nothing in this MOU commits any Party to undertake any future discretionary  
193 actions referenced in this MOU, including but not limited to electing to become a GSA  
194 and adopting the Basin GSP. Each Party, as a lead agency under the California  
195 Environmental Quality Act ("CEQA"), shall be responsible for complying with all  
196 obligations under CEQA that may apply to the Party's future discretionary actions  
197 pursuant to this MOU, including electing to become a GSA and adopting the Basin GSP.

198 6. *Books and Records*. Each Party shall have access to and the right to examine any of the  
199 other Party's pertinent books, documents, papers or other records (including, without  
200 limitation, records contained on electronic media) relating to the performance of that  
201 Party's obligations pursuant to this Agreement, *providing that* nothing in this paragraph  
202 shall be construed to operate as a waiver of any applicable privilege and *provided further*

203 that nothing in this paragraph shall be construed to give either Party rights to inspect the  
204 other Party's records in excess of the rights contained in the California Public Records  
205 Act.

206 7. *General Provisions*

207 a. *Authority.* Each signatory of this MOU represents that s/he is authorized to  
208 execute this MOU on behalf of the Party for which s/he signs. Each Party  
209 represents that it has legal authority to enter into this MOU and to perform all  
210 obligations under this MOU.

211 b. *Amendment.* This MOU may be amended or modified only by a written  
212 instrument executed by each of the Parties to this MOU.

213 c. *Jurisdiction and Venue.* This MOU shall be governed by and construed in  
214 accordance with the laws of the State of California, except for its conflicts of law  
215 rules. Any suit, action, or proceeding brought under the scope of this MOU shall  
216 be brought and maintained to the extent allowed by law in the County of Contra  
217 Costa, California.

218 d. *Headings.* The paragraph headings used in this MOU are intended for  
219 convenience only and shall not be used in interpreting this MOU or in  
220 determining any of the rights or obligations of the Parties to this MOU.

221 e. *Construction and Interpretation.* This MOU has been arrived at through  
222 negotiations and each Party has had a full and fair opportunity to revise the terms  
223 of this MOU. As a result, the normal rule of construction that any ambiguities are

224 to be resolved against the drafting Party shall not apply in the construction or  
225 interpretation of this MOU.

226 f. *Entire Agreement.* This MOU constitutes the entire agreement of the Parties with  
227 respect to the subject matter of this MOU and supersedes any prior oral or written  
228 agreement, understanding, or representation relating to the subject matter of this  
229 MOU.

230 g. *Partial Invalidity.* If, after the date of execution of this MOU, any provision of  
231 this MOU is held to be illegal, invalid, or unenforceable under present or future  
232 laws effective during the term of this MOU, such provision shall be fully  
233 severable. However, in lieu thereof, there shall be added a provision as similar in  
234 terms to such illegal, invalid or unenforceable provision as may be possible and  
235 be legal, valid and enforceable.

236 h. *Waivers.* Waiver of any breach or default hereunder shall not constitute a  
237 continuing waiver or a waiver of any subsequent breach either of the same or of  
238 another provision of this MOU and forbearance to enforce one or more of the  
239 remedies provided in this MOU shall not be deemed to be a waiver of that  
240 remedy.

241 i. *Necessary Actions.* Each Party agrees to execute and deliver additional  
242 documents and instruments and to take any additional actions as may be  
243 reasonably required to carry out the purposes of this MOU.

- 244 j. *Compliance with Law.* In performing their respective obligations under this  
245 MOU, the Parties shall comply with and conform to all applicable laws, rules,  
246 regulations, and ordinances.
- 247 k. *Liability.* Each Party agrees to indemnify and hold every other Party to the  
248 Agreement, and their officers, agents and employees, free and harmless from any  
249 costs or liability imposed upon any other Party, officers, agents, or employees  
250 arising out of any acts or omissions of its own officers, agents or employees.
- 251 l. *Third Party Beneficiaries.* This MOU shall not create any right or interest in any  
252 non-Party or in any member of the public as a third party beneficiary.
- 253 m. *Counterparts.* This MOU may be executed in one or more counterparts, each of  
254 which shall be deemed to be an original, but all of which together shall constitute  
255 but one and the same instrument.
- 256 n. *Notices.* All notices, requests, demands or other communications required or  
257 permitted under this MOU shall be in writing unless provided otherwise in this  
258 MOU and shall be deemed to have been duly given and received on: (i) the date  
259 of service if served personally or served by electronic mail or facsimile  
260 transmission on the Party to whom notice is to be given at the address(es)  
261 provided below, (ii) on the first day after mailing, if mailed by Federal Express,  
262 U.S. Express Mail, or other similar overnight courier service, postage prepaid, and  
263 addressed as provided below, or (iii) on the third day after mailing if mailed to the  
264 Party to whom notice is to be given by first class mail, registered or certified,  
265 postage prepaid, addressed as follows:

266

267

**City of Antioch**

268

City Manager

269

P.O. Box 5007

270

Antioch, CA 94531-5007

271

Telephone: (925) 779-7011

272

Facsimile: (925) 779-7003

273

274

**City of Brentwood**

275

City Manager

276

150 City Park Way

277

Brentwood, CA 94513

278

Phone: (925) 516-5400

279

Fax: (925) 516-5441

280

281

**Byron Bethany Irrigation District**

282

General Manager

283

7995 Bruns Road

284

Byron, CA 94514-1625

285

Telephone: (209) 835-0375

286

Facsimile: (209) 835-2869

287

288

**Contra Costa Water District**

289

General Manager

290 Contra Costa Water District

291 P. O. Box H20

292 Concord, CA 94524

293 Phone (925) 688-8032

294 Fax (925) 688-8197

295

296

297

298 **Contra Costa County**

299 Director, Department of Conservation and Development

300 30 Muir Road

301 Martinez, CA 94553

302 Phone (925) 674-7866

303

304 **Diablo Water District**

305 Attn: General Manager

306 P.O. Box 127

307 87 Carol Lane

308 Oakley, CA 94561

309 Phone: (925) 625-3798

310 Fax: (925) 625-0814

311

312 **East Contra Costa Irrigation District**

313 General Manager

314 1711 Sellers Avenue  
315 Brentwood, CA 94513  
316 Phone: (925) 634-3544  
317 Fax: (925) 634-0897

318  
319  
320  
321

**Discovery Bay Community Services District**

322 C/O: General Manager  
323  
324 1800 Willow Lake Road  
325 Discovery Bay, CA 94505-9376  
326 Telephone: (925) 634-1131  
327 Facsimile: (925) 513-2705

328

329 8. Signatures. The Following signatures attest each Party's agreement hereto.

330 **[Remainder of page left blank. Signatures on next pages.]**

331

332 **CITY OF ANTIOCH**

333

334 By: \_\_\_\_\_

Date: \_\_\_\_\_

335 Rowland E. Bernal Jr., City Manager

336 APPROVED AS TO FORM:

337

338 By: \_\_\_\_\_

Date: \_\_\_\_\_

339 Thomas Lloyd Smith, City Attorney

340

341 **CITY OF BRENTWOOD**

342

343 By: \_\_\_\_\_

Date: \_\_\_\_\_

344 Terrence Grindall, Interim City Manager

345

346 APPROVED AS TO FORM:

347

348 By: \_\_\_\_\_

Date: \_\_\_\_\_

349 Damien Brower, City Attorney

350

351 **BYRON BETHANY IRRIGATION DISTRICT**

352

353 By: \_\_\_\_\_

Date: \_\_\_\_\_

354 Rick Gilmore, General Manager

355

356 **CONTRA COSTA WATER DISTRICT**

357

358 By: \_\_\_\_\_

Date: \_\_\_\_\_

359 Stephen J. Welch, General Manager

360

361

362

363 APPROVED AS TO FORM:

364

365 By: \_\_\_\_\_ Date: \_\_\_\_\_

366 District Legal Counsel

367

368 **CONTRA COSTA COUNTY**

369

370 By: \_\_\_\_\_ Date: \_\_\_\_\_

371 John Kopchik, Director of

372 Conservation and Development

373 APPROVED AS TO FORM:

374 Sharon L. Anderson, County Counsel

375

376 By: \_\_\_\_\_ Date: \_\_\_\_\_

377 Deputy County Counsel

378

379 **DIABLO WATER DISTRICT**

380

381 By: \_\_\_\_\_ Date: \_\_\_\_\_

382 Dan Muelrath, General Manager

383

384 **EAST CONTRA COSTA IRRIGATION DISTRICT**

385

386 By: \_\_\_\_\_ Date: \_\_\_\_\_

387 Aaron Trott, General Manager

388

389 **DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

390

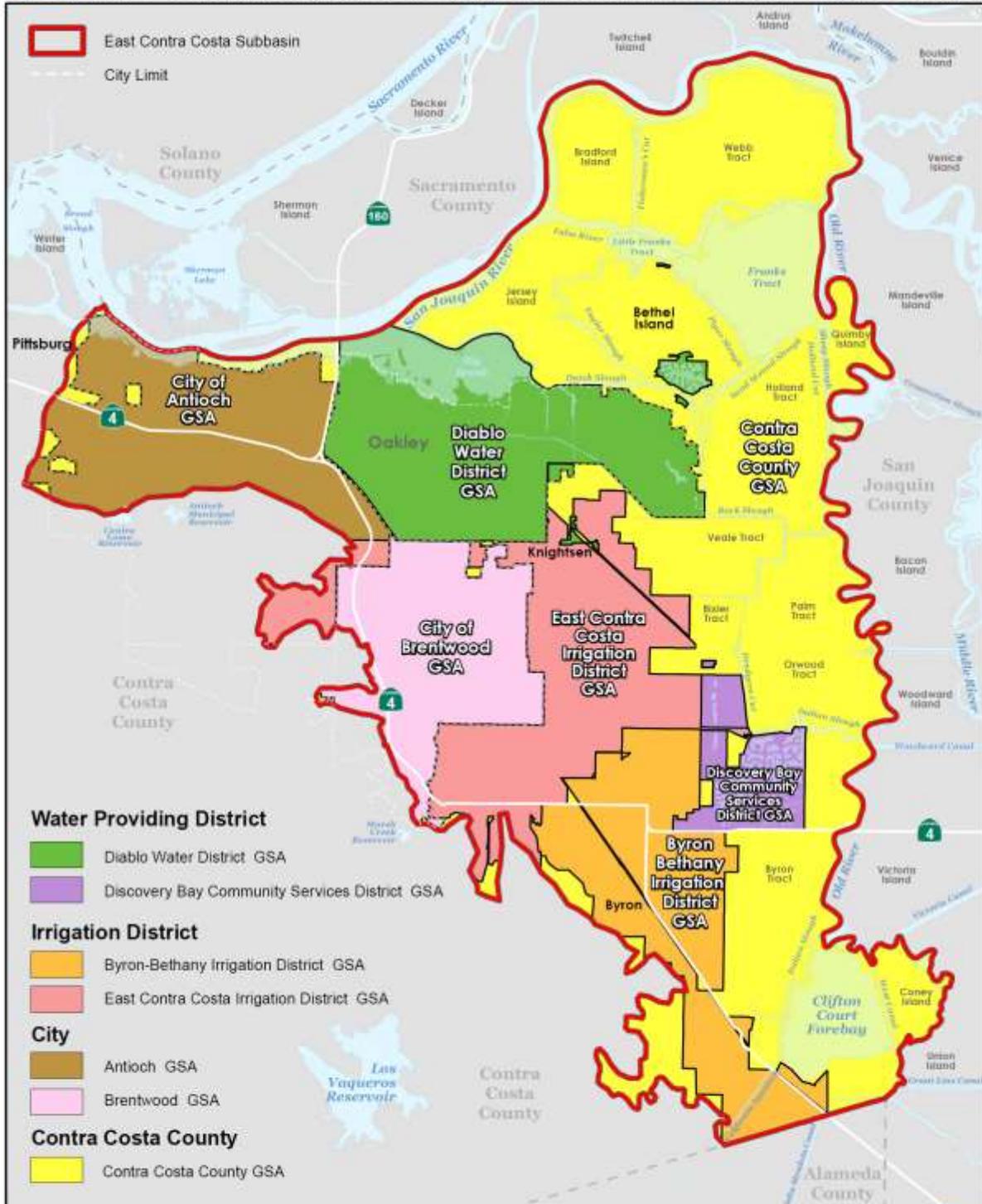
391 By: \_\_\_\_\_ Date: \_\_\_\_\_

392 Michael R. Davies, General Manager

393

**EXHIBIT A**

**Groundwater Sustainability Agencies in the East Contra Costa Subbasin (5-022.19)**



Map created 08/24/2018  
 by Contra Costa County Department of Conservation and Development, GIS Group  
 30 Main Road, Martinez, CA 94553  
 925-881-7016, 122.07.00.709W

This map or dataset was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Base layer data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree in read and accept the County of Contra Costa disclaimer of liability for geographic information.





# Town of Discovery Bay

*"A Community Services District"*

## Water and Wastewater Committee

### STAFF REPORT

Meeting Date

February 5, 2020

**Prepared By:** Mike Yeraka, Projects Manager  
**Submitted By:** Michael R. Davies, General Manager

MRD

#### Agenda Title

Discussion and Possible Action to Proceed with Annexation of Wastewater Plant #2, and Newport Water Treatment Plant Sites.

#### Recommended Action

Authorize Staff to proceed with Preparing Necessary Documents to Annex Wastewater Plant #2 and Newport Water Treatment Plant Sites.

#### Executive Summary

Every year the Town of Discovery Bay (TODB) pays approximately \$11,000 in property taxes on four (4) Parcels we own that are not within our District boundaries. If the parcels were annexed to the District, we would be able to eliminate these annual payments. Attached is a map of the areas to be annexed.

The Pantages subdivision is currently outside the TODB boundary and will need to annex to the TODB in order to receive water and wastewater service. I recently met with the Local Agency Formation Commission (LAFCO) Executive Officer, LouAnn Texeira and she is in favor of us including our parcels with the Pantages annexation, which will save us over \$3,500 in annexation application fees. In exchange for Pantages paying all the LAFCO fees, which covers their annexation and ours, the TODB would prepare and submit the annexation application to LAFCO. The TODB will need to pay for preparation of the Plat Map and Legal Description for our parcels being annexed, which I estimate to be approximately \$9,000.

The scope of our application to LAFCO will be to annex the Pantages project and our 4 parcels to the TODB; amend our Sphere of Influence to match our boundary; and detach a portion of the Pantages Project from Reclamation District 800. The Developer has been working with Rec 800 to determine the area of their land that overlaps Pantages and needs to be detached and as can be seen in the attached email, it appears that Rec 800 supports the detachment.

Since the three parcels that make up our Plant #2 site are outside the Urban Limit Line (ULL), LAFCO and the County Planning Department will require a restriction in the approving annexation documents that no services may be extended to these parcels for the purpose of serving private development. This is because the County General Plan prohibits the extension of utility services to private properties outside the ULL. There would not be any restriction on the TODB extending additional services to the parcels as may be needed for expansion of Plant #2 or any other use of the property by the TODB for future public facilities. Staff would work with our General Counsel to draft language regarding the restriction on extending future services for review by LAFCO and County Staff.

"Continued to the next page"

**Specific Board Action:**

It is recommended that the Board authorize Staff to do the following:

- a. Prepare the necessary CEQA document for Board adoption;
- b. Prepare the application to LAFCO to annex the Pantages project and TODB's four (4) existing parcels;
- c. Work with General Counsel to prepare the proposed restriction for extending services to the parcels outside the Urban Limit Line and negotiate the language of the restriction with LAFCO and the County;
- d. Have the Plat and legal descriptions prepared for the TODB parcels to be annexed.

**Fiscal Impact:**

**Amount Requested:** \$15,000

**Sufficient Budgeted Funds Available?:** Yes in Consulting Services.

**Prog/Fund # Category:** TBD

**Previous Relevant Board Actions for This Item**

None

**Attachments**

- 1. Map of the Areas to be Annexed.
- 2. Email from the Pantages Developer dated 1/14/2020.

**AGENDA ITEM: E-2**

# Discovery Bay CSD Boundary and SOI

Att 2v/Exhibit A



	Discovery Bay CSD
	Discovery Bay CSD SOI
	City Boundaries
	County Urban Limit Line

Pantages Subdivision

Urban Limit Line

Existing Newport Water Well Treatment Plant

APN:  
011-220-036-5

Inside ULL

Urban Limit Line

Existing Waste Water Treatment Plant #2.

APNs  
008-340-003-3  
008-340-040-8  
008-340-041-6

Outside ULL

Map created 06/23/2014  
by Contra Costa County Department of  
Conservation and Development, GIS Group  
30 Muir Road, Martinez, CA 94553  
37.59 41.791N 122.07 03.756W

This map or dataset was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

0 1,000 2,000 4,000



## Mike Yeraka

---

**From:** Trevor Smith <TSmith@lazarescompanies.com>  
**Sent:** Tuesday, January 14, 2020 7:37 PM  
**To:** Mike Yeraka  
**Subject:** RE: Pantages, Detachment from Rec 800

We have and they support the action. As I understand it, it would be part of our LAFCO application.

---

**From:** Mike Yeraka <myeraka@todb.ca.gov>  
**Sent:** Tuesday, January 14, 2020 6:10 PM  
**To:** Trevor Smith <TSmith@lazarescompanies.com>  
**Cc:** Mark Armstrong <armstrong.mark@sbcglobal.net>  
**Subject:** Pantages, Detachment from Rec 800

Hi Trevor.

Have you had a chance to talk to Rec 800 about detaching their land that overlaps your project?

Thanks,

**Mike Yeraka, PE**

Projects Manager



1800 Willow Lake Rd.  
Discovery Bay, CA 94505  
Office: (925) 634-1131  
Cell: (925) 775-5028  
Email: [myeraka@todb.ca.gov](mailto:myeraka@todb.ca.gov)

[www.todb.ca.gov](http://www.todb.ca.gov)

---

## Central Valley Regional Water Quality Control Board

16 January 2020

Michael R. Davies  
General Manager  
Town of Discovery Bay CSD  
18000 Willow Lake Road  
Discovery Bay, CA 94505

Certified Mail  
7019 2280 0001 8956 5039

### **COMPLIANCE EVALUATION INSPECTION REPORT AND NOTICE OF VIOLATION, TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT, WASTEWATER TREATMENT PLANT, CONTRA COSTA COUNTY**

The Town of Discovery Bay Community Services District (Discharger) discharges treated wastewater from its Wastewater Treatment Plant (Facility), which is regulated by Waste Discharge Requirements (WDRs) Order R5-2014-0073-01 (NPDES CA00078590). Central Valley Regional Water Quality Control Board (Board) staff conducted an inspection of the Facility on 11 December 2019 to determine compliance with the WDRs. Board staff found the following violation during the inspection.

#### **Monitoring and Reporting Violation**

The Discharger failed to report an effluent sample result of 41 mg/L for nitrate plus nitrite, which was collected on 5 December 2018 and analyzed on 6 December 2018. The Discharger believed the result was higher than the expected concentration range of 25mg/L to 30 mg/L and requested that the laboratory reanalyze the sample on 19 December 2018. The reanalyzed result for nitrate plus nitrite was 26 mg/L, which was reported in the self-monitoring report (SMR).

Monitoring and Reporting Program (MRP) Section X.B.2 of the WDRs states, in part:

*"If the Discharger monitors any pollutant more frequently than required by this Order, the results of this monitoring shall be included in the calculations and reporting of the data submitted in the SMR."*

Failure to report all analytical results is a violation of MRP Section X.B.2. In the future, please ensure to report all analytical results and if the Discharger believes that there are any analytical issues that invalidate a result, please indicate so in the cover letter of the SMR and flag the result appropriately in CIWQS.

---

KARL E. LONGLEY ScD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

---

11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | [www.waterboards.ca.gov/centralvalley](http://www.waterboards.ca.gov/centralvalley)

By **2 March 2020**, please submit a technical report indicating the actions that have been implemented, or will be implemented, to address the violation cited above and to prevent future similar violations. In addition, please review all effluent data analyzed from January 2016 through December 2019 and report any additional analytical results that were not submitted as invalid data.

If you have any questions, please contact Mohammad Farhad at (916) 464-1181 or at [mfarhad@waterboards.ca.gov](mailto:mfarhad@waterboards.ca.gov).



XUAN LUO, Ph.D., P.E.  
Senior Water Resource Control Engineer  
NPDES Compliance and Enforcement Unit

Enclosures (2): Compliance Evaluation Inspection Report  
Compliance Evaluation Inspection Photo Log

cc: Eric Magnan, USEPA, Region 9, San Francisco  
Berney Sadler, Project Manager II, Discovery Bay  
Contra Costa Environmental Health, Concord



**Central Valley Regional Water Quality Control Board**  
**NPDES COMPLIANCE EVALUATION INSPECTION (CEI) REPORT**

Name and Location of Facility Inspected	Entry Date	Permit Effective Date	Permit Expiration Date										
Town of Discovery Bay CSD Discovery Bay WWTP 2500 Channel Road (Plant 1) and 17501 Highway 4 (Plant 2) Oakley, CA 94561	12/11/19	1 August 2014	31 July 2019 <sup>1</sup>										
	<b>Entry Time</b>	Notified of Inspection?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>											
	8:15 AM	<b>Name of the individual who provided consent to inspect the Facility:</b>											
Correct Mailing Address?            Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> NPDES Permit Number:                CA0078590 Order Number:                            R5-2014-0073-01 Type of Facility:                            POTW Receiving Water Name:                 Old River County:                                        Contra Costa Current Plant Classification:            III	<table border="1"> <tr> <td>Name(s):</td> <td>Berney Sadler</td> </tr> <tr> <td>Title:</td> <td>Chief Plant Operator (CPO)</td> </tr> <tr> <td>Phone:</td> <td>925-634-8137</td> </tr> <tr> <td>Email:</td> <td>berney.sadler@veolia.com</td> </tr> <tr> <td>Address:</td> <td>Same as the Facilities</td> </tr> </table>			Name(s):	Berney Sadler	Title:	Chief Plant Operator (CPO)	Phone:	925-634-8137	Email:	berney.sadler@veolia.com	Address:	Same as the Facilities
Name(s):	Berney Sadler												
Title:	Chief Plant Operator (CPO)												
Phone:	925-634-8137												
Email:	berney.sadler@veolia.com												
Address:	Same as the Facilities												
<b>Names and Titles of On-Site Representatives</b>													
<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Email</u>										
Berney Sadler	CPO	925-634-8137	berney.sadler@veolia.com										
<b>Name and Title of Responsible Official</b>													
<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Email</u>										
Berney Sadler	CPO	925-634-8137	berney.sadler@veolia.com										
Does grade level comply with plant classification?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>										
Does grade level comply with plant classification?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>										
<b>Inspector Information</b>													
<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Email</u>										
Mohammad Farhad	Water Resource Control (WRC) Engineer	(916) 464-1181	mfarhad@waterboards.ca.gov										
Jon Rohrbough	WRC Engineer	(916) 464-4822	jon.rohrbough@waterboards.ca.gov										
<b>Weather and site conditions present during time of inspection:</b> Cloudy and scattered showers reported.													

<sup>1</sup> On 5 December 2019, the Central Valley Water Board adopted WDRs Order R5-2019-0082, which became effective 1 February 2020. WDRs Order R5-2014-0073-01 is administratively extended until 1 February 2020.

## PRE-INSPECTION\*

Date of Last Inspection: 30 August 2017

### Effluent Limit and Receiving Water Violations since last inspection

Constituent	Number of Violations	Corrective Action		Notes
		Yes	No	
Total Coliform	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nitrate plus Nitrite as N	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electrical Conductivity	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

### Description of Corrective Action(s)

1. The Discharger is in process of upgrading the Facility to comply with the final effluent limitation for nitrate.

2. The Discharger has implemented Salinity Minimization Plan to minimize salinity at the Facility.

### Monitoring and Reporting Violations

None

### Note any issues found in the Discharger Monitoring Reports since last inspection

On 9 January 2018 and 23 February 2018, the Discharger reported exceedances of turbidity specification of 2 NTUs.

### Have any spills/bypasses been reported to the Regional Board?

If yes, list dates and times

None

### Describe and permit or TSO/CDO related concerns that might affect the inspection process:

None

\*The information provided in this sheet is for discussion purposes during the inspection only and is not intended to solidify or confirm any enforcement actions the Regional Board may take in the future.

Site Walk Inspection

Treatment Processes in use at the Facility		Described by Permit		Present on Site		Observed Operating		Well Maintained	
		Yes	No	Yes	No	Yes	No	Yes	No
<b>Headworks</b>									
Hycor Screen	No. 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Influent flow measurement</b>									
Magnetic flow meter <sup>1</sup>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parshall Flume		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Composite Sampler:</b> Internal temperature						4.5°C: thermometer was last calibrated on 2 April 2019			
<b>Secondary Treatment - Plant 1<sup>2</sup></b>									
Oxidation	No. 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secondary Clarifier	No. 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Secondary Treatment - Plant 2map</b>									
Oxidation	No. 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secondary Clarifier	No. 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Secondary Treatment</b>									
Pond/Stabilization Basin/Storage									
Ponds Aerated/Facultative	No. 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Emergency Storage Ponds	No. 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Freeboard:</b> Over two feet									

**Notes:**

1. The Magnetic flow meter is used for internal process control and as a backup when parshall flume goes off-line.
2. Plant 1 is no longer in operation but used as an emergency backup.

Site Walk Inspection (continued)

Treatment Processes in use at the Facility	Described by Permit		Present on Site		Observed Operating		Well Maintained		
	Yes	No	Yes	No	Yes	No	Yes	No	
<b>Filtration</b>									
Sand Filters	No. 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Disinfection</b>									
Ultraviolet Disinfection		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Channels	No. 2 Banks			No.8		#Lamps/Banks		No. 64	
Cleaning Frequency	1/quarter or as needed								
<b>Effluent flow measurement(s)</b>									
Magnetic Flow meter		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Composite Sampler: Internal temperature:	3°C: thermometer was last calibrated on 2 April 2019								
<b>Biosolids</b>									
<b>Digestion</b>		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>						
Anaerobic Digester	No: 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Dewatering</b>		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>						
Belt filter press	No. 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Drying Beds</b>		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>						
Solar Drying Bed	No.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Land application<sup>1</sup></b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Areas No./acres	25 acres								

**Notes:**

- The Discharger no longer uses the disposal area to spread dried biosolids. Instead, all dried biosolids are hauled off site to Synagro Ranch.

Site Walk Inspection (continued)

**Chemicals on site**

	SDS		Secondary Containment	
	Yes	No	Yes	No
1. Polymer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Operations and Maintenance**

	Yes	No
Maintenance program appears to be in place and being followed	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Emergency Operations**

Is auxiliary power available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are there alarm systems for power and equipment failure?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are treatment controls procedures establish for emergencies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Miscellaneous**

Does the facility appear well operated and maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do biosolids drying beds include leachate and runoff control?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do biosolids storage area include leachate and runoff control?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is public access restricted from the facility?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Notes:**

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**Figure 1:** All influent flow is sent to Plant 2. Plant 1 is currently not in operation.



**Figure 2:** The Magnetic influent flow meter measures flow coming from Plant 1. The flow meter is used for internal process control and as a backup in case the Parshall Flume goes off-line.



**Figure 3:** Mechanical grit removal located at the headworks of Plant 2 appeared in good working condition.



**Figure 4:** One of the two Oxidation ditches located in Plant 2 appeared in good working condition during the inspection.



**Figure 5:** Splitter box located in Plant 2 which splits flow between three secondary clarifiers.



**Figure 6:** One of the three secondary clarifiers, located in Plant 2, appeared to be in good working condition.



**Figure 7:** Inside view of one of the sand filters.



**Figure 8:** The Facility has two UV disinfection channels.



**Figure 9:** Pond 2 located in Plant 2.



**Figure 10:** One of the four active solar dryers.



**Figure 11:** Oxidation ditch located at Plant 1. Currently, Plant 1 is not being used.

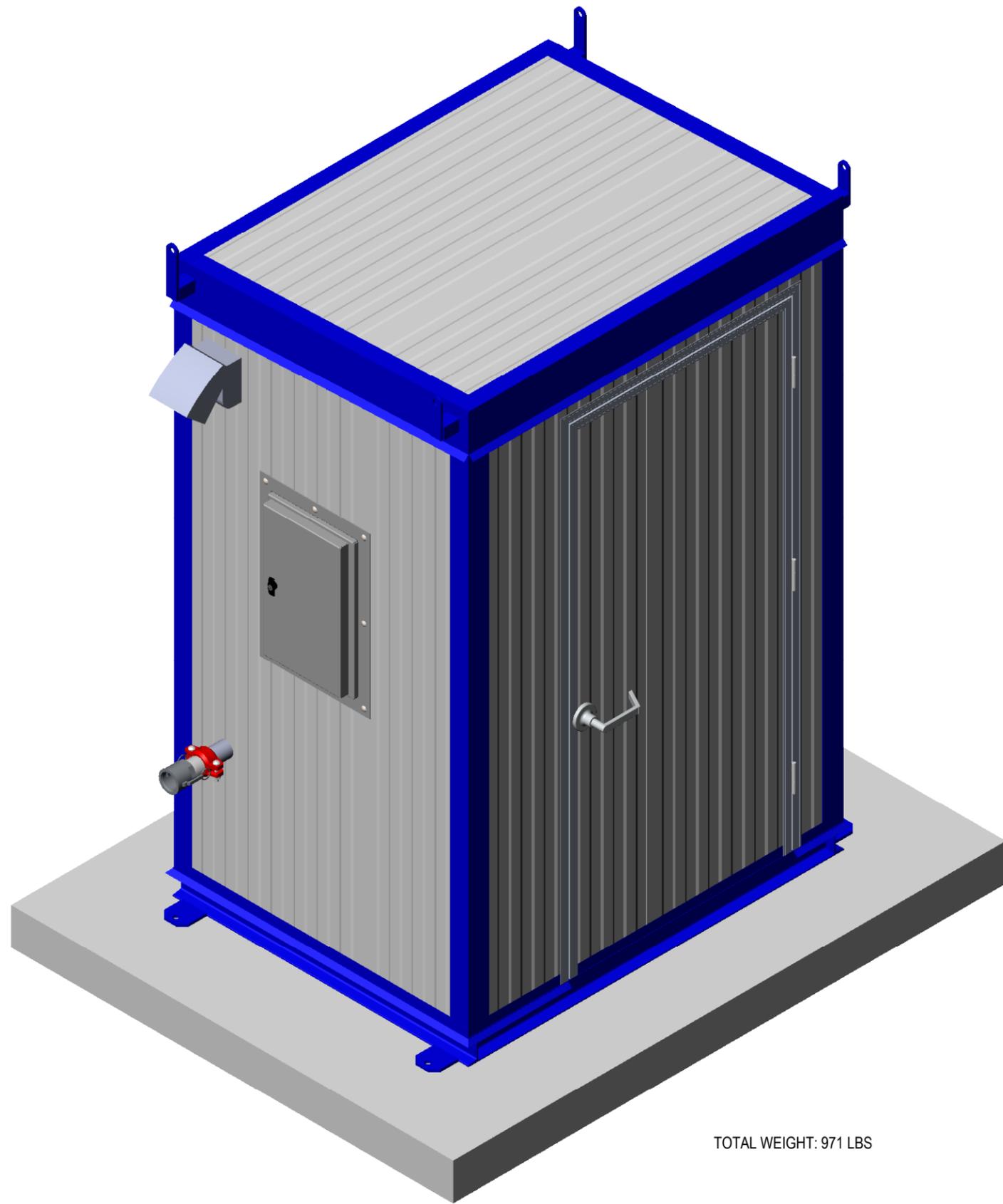


**Figure 12:** Old River discharge location.

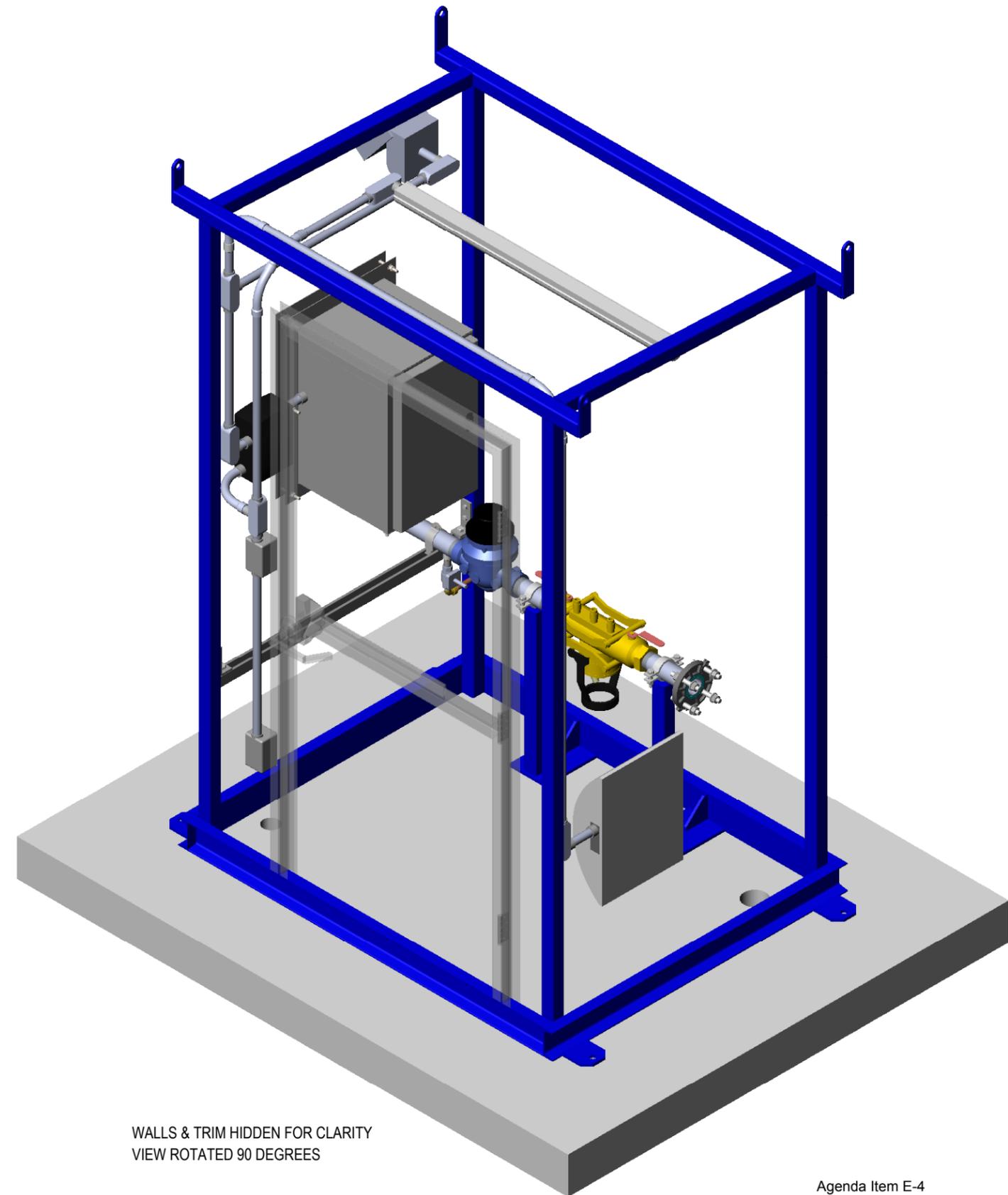


FLOWPOINT

www.flowpointsystems.com



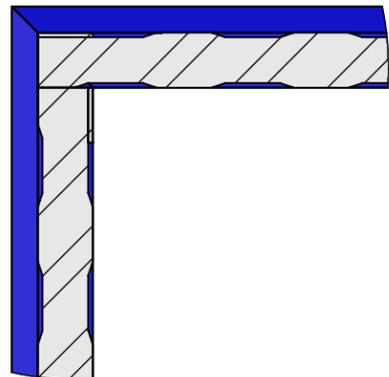
TOTAL WEIGHT: 971 LBS



WALLS & TRIM HIDDEN FOR CLARITY  
VIEW ROTATED 90 DEGREES

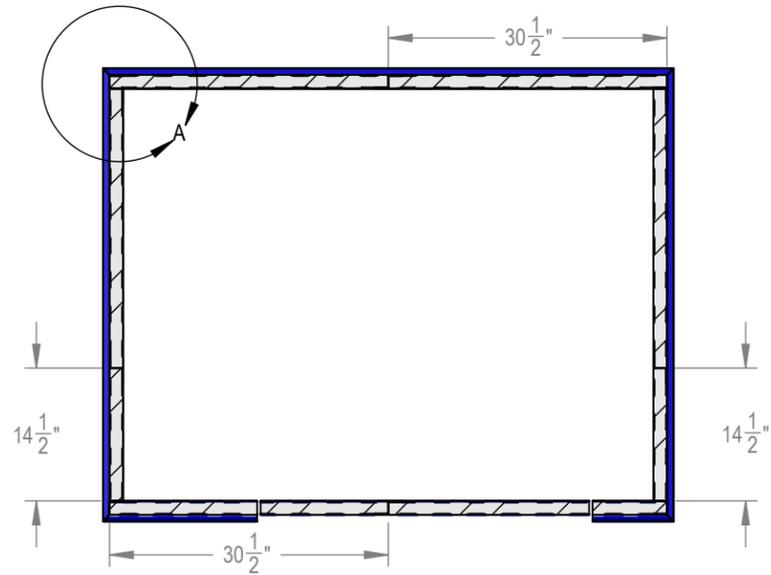
Agenda Item E-4

NO	DR	CH	REVISION	APPD	DATE	SCALE: 1:15	UNITS: IN, LBS				INSPECTION	DATE	SIGNATURE	PROJECT	CLIENT	TITLE	DRAWING NO.	REV
0	JB		ISSUED FOR REVIEW		2019-07-23			<small>THIS DOCUMENT IS FOR THE SOLE USE OF FLOWPOINT. THE DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION THAT SHALL NOT BE REPRODUCED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN PERMISSION OF FLOWPOINT. INFORMATION ON THIS DOCUMENT IS TO BE CONSIDERED THE INTELLECTUAL PROPERTY OF FLOWPOINT IN ACCORDANCE WITH CANADIAN COPYRIGHT LAW.</small>			BEFORE FAB			JOLIET, IL WATER GENERAL 1-OUTLET DISTRIBUTION STATION	CITY OF JOLIET	GENERAL ARRANGEMENT	0319-S-0023-1	0
							DURING FAB											
							FINAL QC											

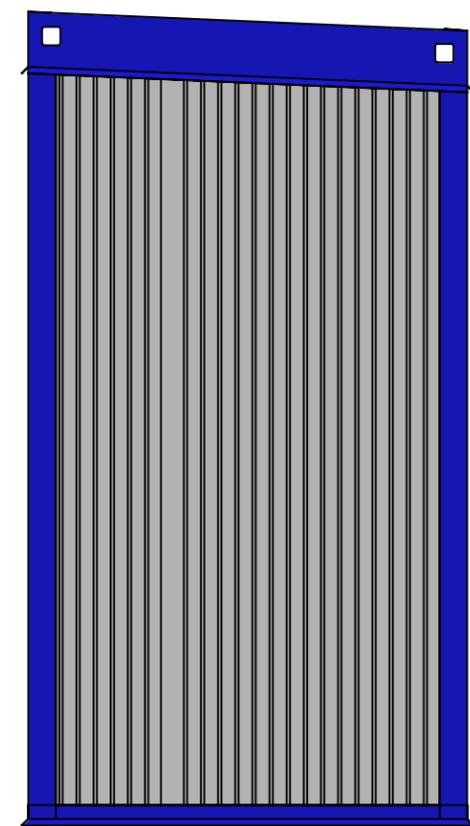
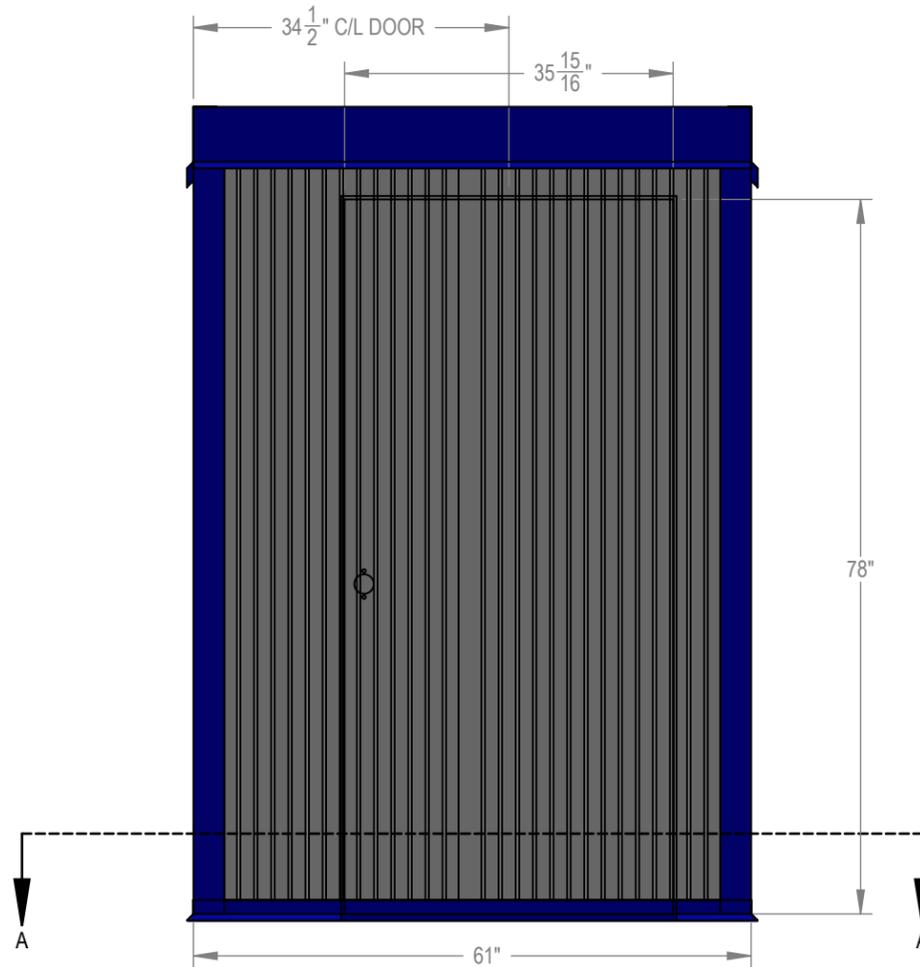
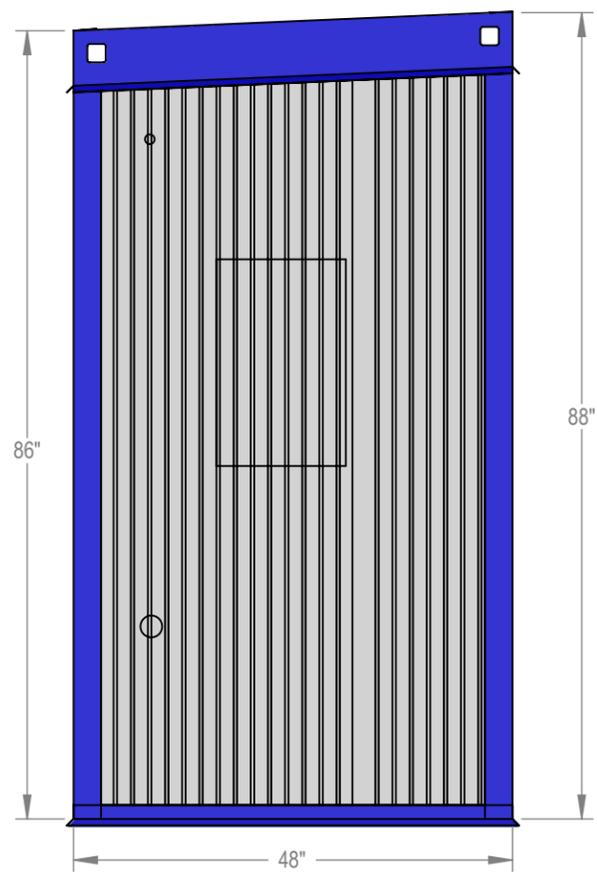


1 1/2" THK TYP

DETAIL A  
SCALE 1 : 5



SECTION A-A



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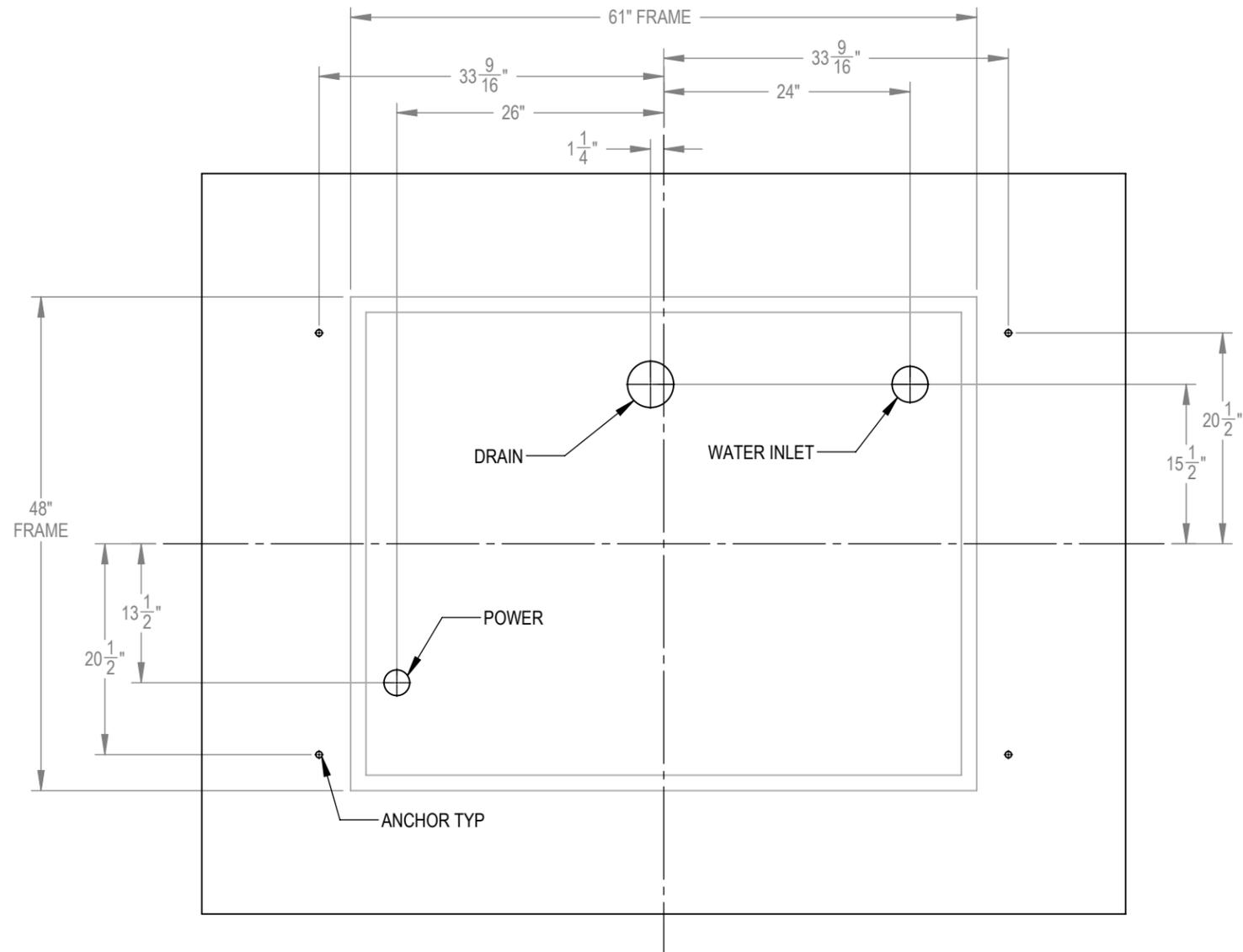
NO	DR	CH	REVISION	APPD	DATE	SCALE: 1:20	UNITS: IN, LBS	INSPECTION	DATE	SIGNATURE	PROJECT	CLIENT
0	JB		ISSUED FOR REVIEW		2019-07-23			BEFORE FAB			JOLIET, IL WATER GENERAL 1-OUTLET DISTRIBUTION STATION	CITY OF JOLIET
								DURING FAB				TITLE
								FINAL QC				BUILDING LAYOUT
											DRAWING NO.	REV
											0319-S-0023-2	0



INSPECTION	DATE	SIGNATURE
BEFORE FAB		
DURING FAB		
FINAL QC		

PROJECT  
JOLIET, IL  
WATER GENERAL  
1-OUTLET DISTRIBUTION STATION

CLIENT  
CITY OF JOLIET  
TITLE  
BUILDING LAYOUT  
DRAWING NO.  
0319-S-0023-2  
REV  
0

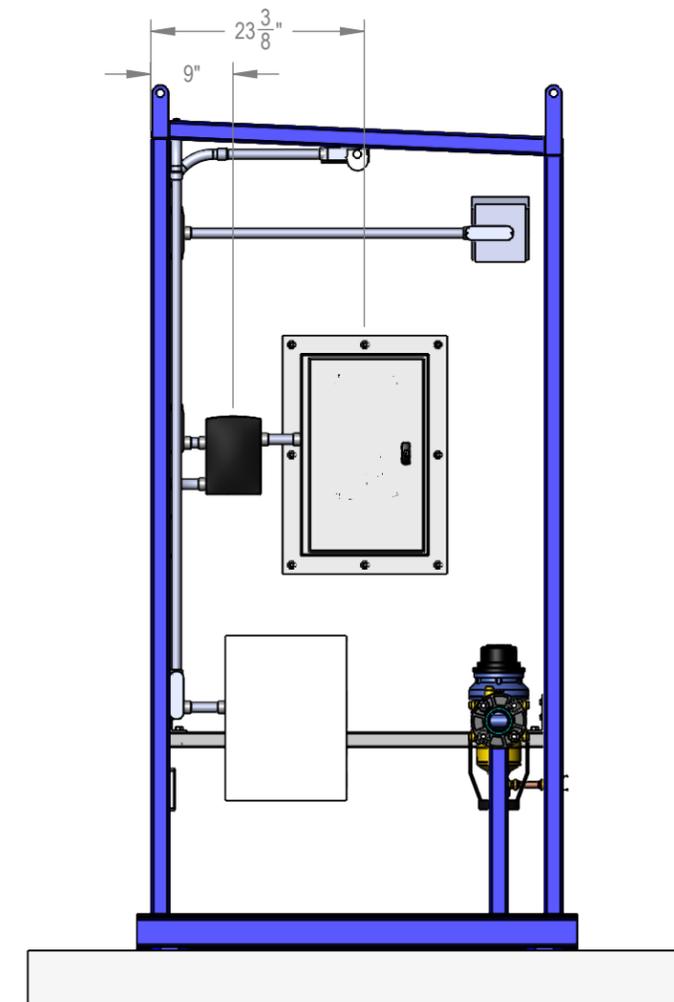
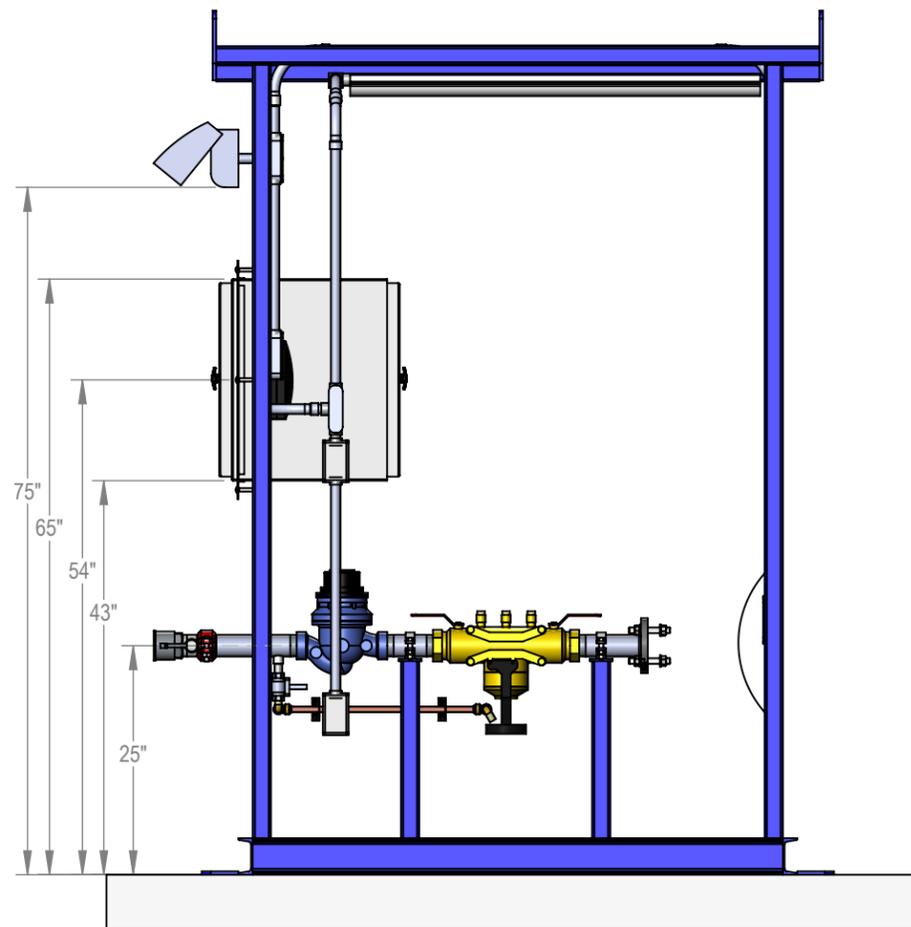
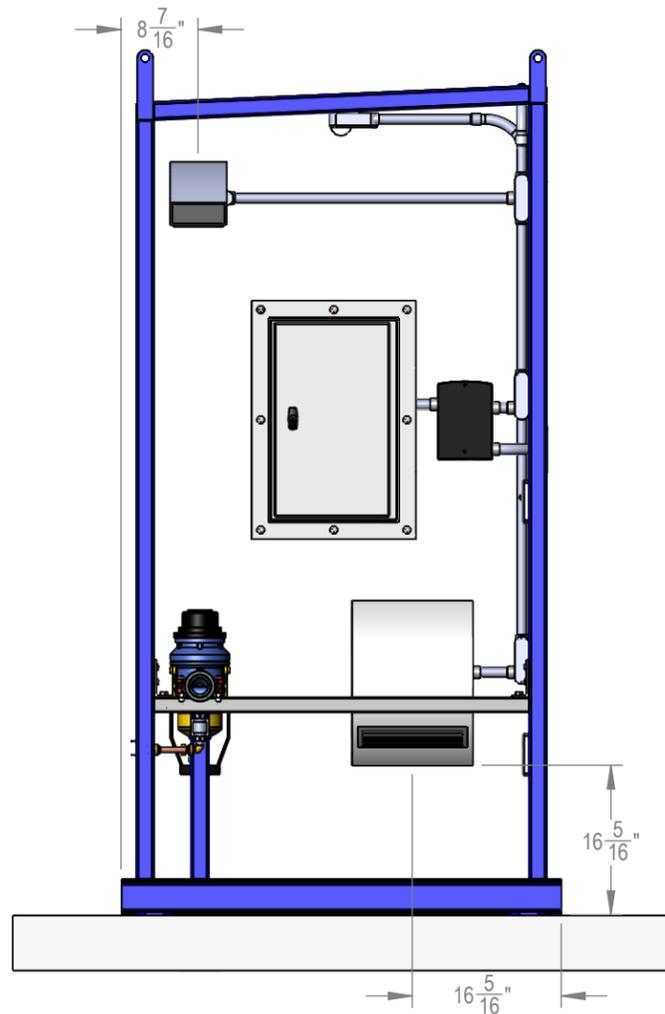
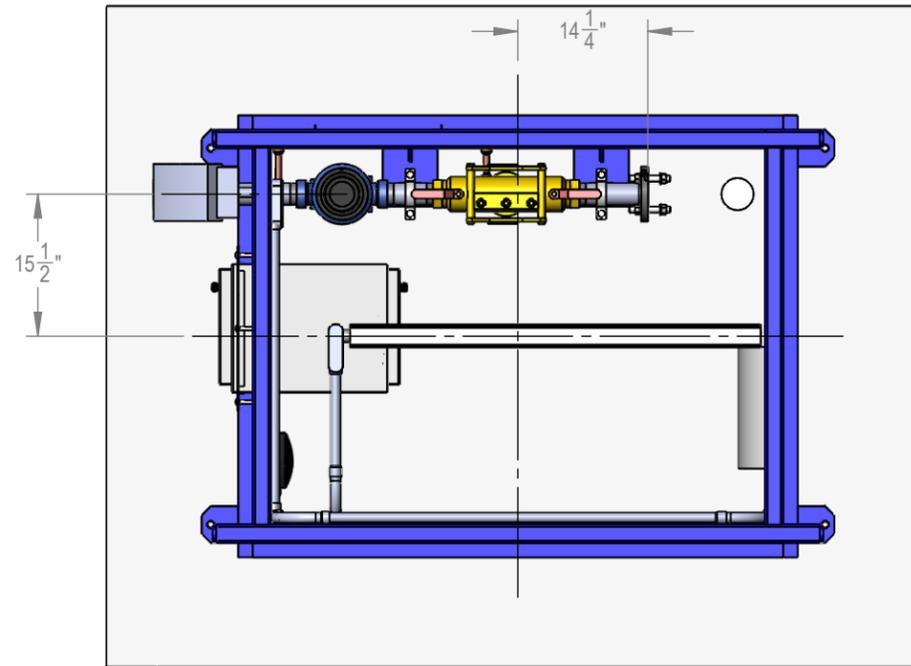


SLAB DESIGN AND ANCHORS BY OTHERS

Agenda Item E-4

NO	DR	CH	REVISION	APPD	DATE	SCALE: 1:15	UNITS: IN, LBS	INSPECTION	DATE	SIGNATURE	PROJECT	CLIENT
0	JB		ISSUED FOR REVIEW		2019-07-23			BEFORE FAB			JOLIET, IL	CITY OF JOLIET
								DURING FAB			WATER GENERAL	TITLE
								FINAL QC			1-OUTLET DISTRIBUTION STATION	SLAB LAYOUT
												DRAWING NO.
												0319-S-0023-3
												REV
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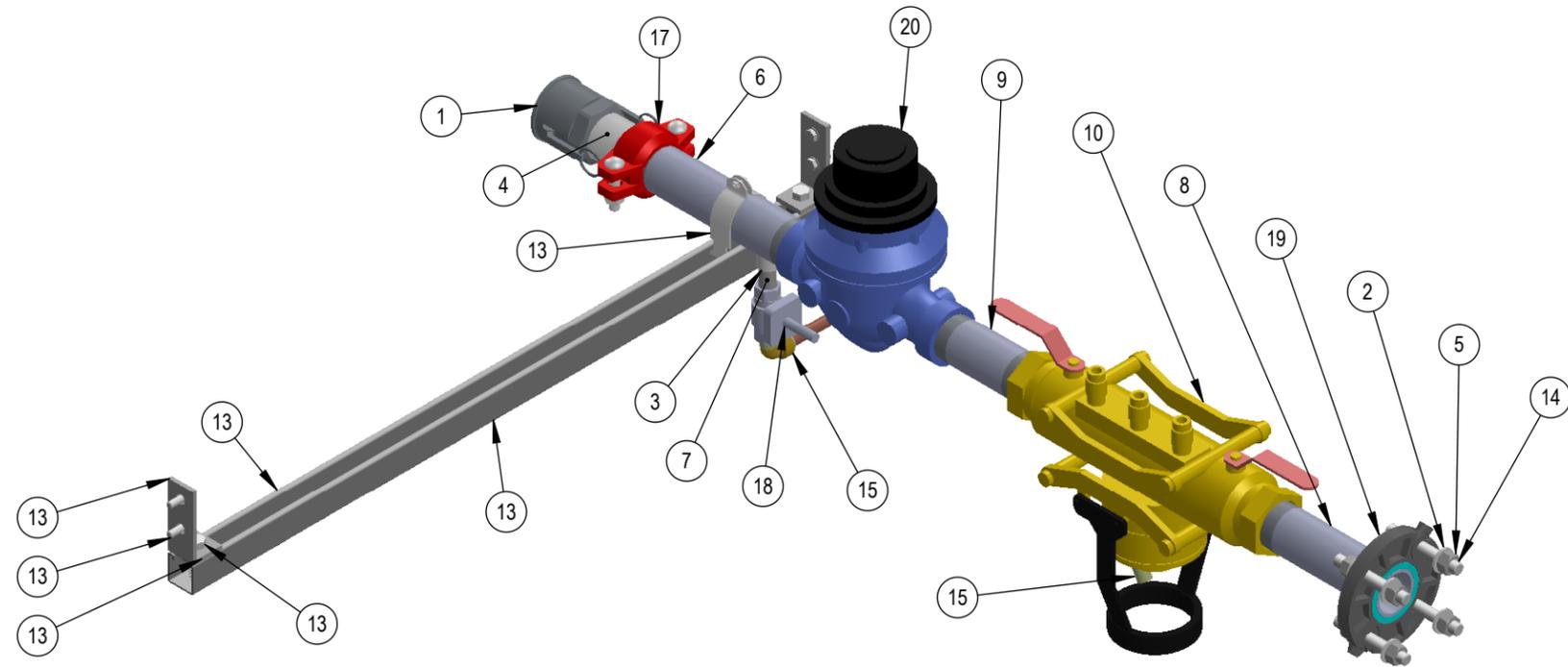




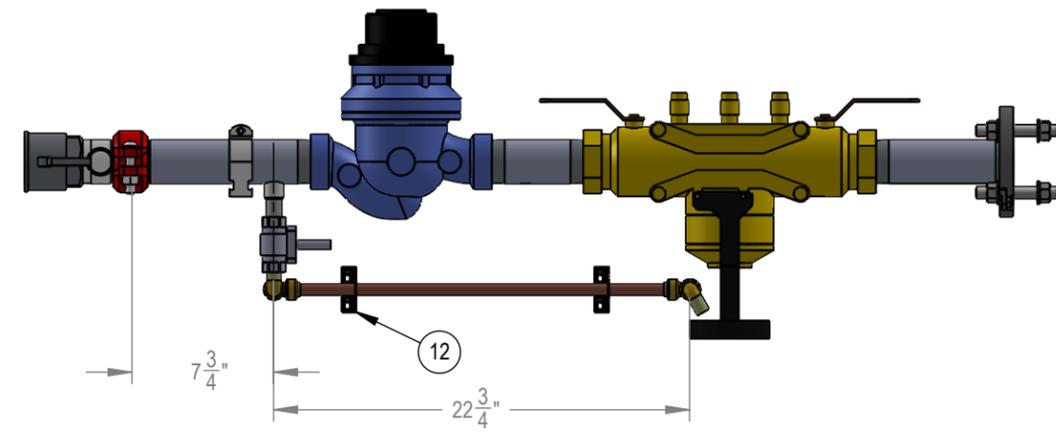
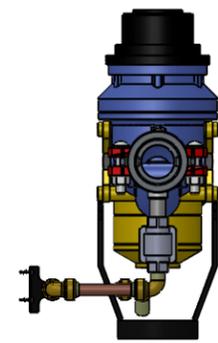
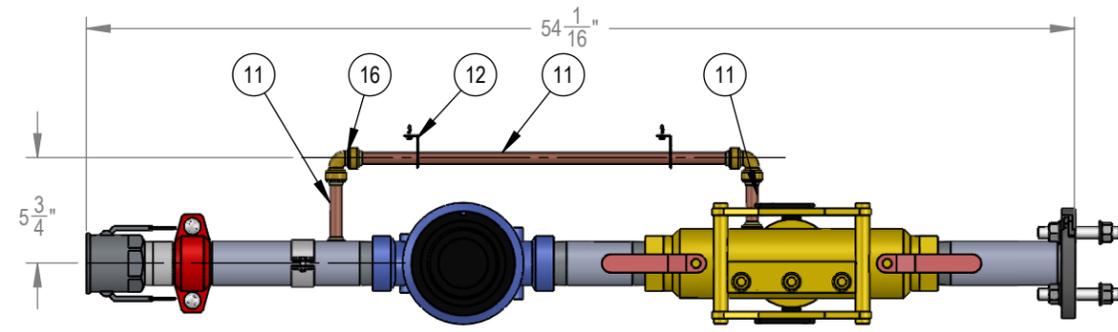
Agenda Item E-4

NO	DR	CH	REVISION	APPD	DATE	SCALE: 1:20	UNITS: IN, LBS	INSPECTION	DATE	SIGNATURE	PROJECT	CLIENT
0	JB		ISSUED FOR REVIEW		2019-07-23			BEFORE FAB			JOLIET, IL WATER GENERAL 1-OUTLET DISTRIBUTION STATION	CITY OF JOLIET
								DURING FAB				TITLE EQUIPMENT LAYOUT
								FINAL QC				DRAWING NO. 0319-S-0023-4





ITEM	QTY	DESCRIPTION	LENGTH	MATERIAL
1	1	CAMLOCK FEMALE x FNPT 2"		ALUMINUM
2	8	FLAT WASHER 0.625		PLATED
3	1	HALF COUPLING 1/2" NPT		SS304
4	1	HALF NIPPLE 2" x 3" SCH 80, GRV x MNPT	3"	PVC
5	8	HEX NUT 0.625-11 NC		PLATED
6	1	PIPE 2 NPS SCH 40 VIC x NPT - H1	10.250	SS304
7	1	NIPPLE 0.5 NPT x 2	2.000	SS304
8	1	PIPE 2 NPS SCH 40 VIC x NPT - H	8.000	SS304
9	1	PIPE 2 NPS SCH 40 NPT x NPT - H9	6.000	SS304
10	1	WILKINS RP 375 - 2.0		
11	1	1/2" COPPER DRAIN TUBING		COPPER
12	2	1/2" COPPER TUBING SUPPORT		
13	1	SUPPORT E		
14	4	STUD 0.625 - 11NC x 4.5		PLATED
15	2	1/2" U252LF - BRASS 90° ELBOW		
16	2	1/2" U252LF - BRASS 90° ELBOW		
17	1	2" 107 PAINTED RIGID COUPLING		
18	1	SOLENOID VALVE 0.5 NPT		SS304
19	1	2" 741 - PAINTED FLANGE ADAPTER		
20	1	BERMAD 910 2.0 INCH HYDROMETER		



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NO	DR	CH	REVISION	APPD	DATE	SCALE: 1:10	UNITS: IN, LBS	INSPECTION	DATE	SIGNATURE	PROJECT	CLIENT
0	JB		ISSUED FOR REVIEW		2019-07-23			BEFORE FAB			JOLIET, IL WATER GENERAL 1-OUTLET DISTRIBUTION STATION	CITY OF JOLIET
								DURING FAB				TITLE MECHANICAL COMPONENTS
								FINAL QC				DRAWING NO. 0319-S-0023-6

